Honorable Marc Barreca
Chapter 7
Hearing Date: October 7, 2011
Hearing Time: 9:30 a.m.
Hearing Place: Courtroom 7106
Response Date: October 5, 2011

UNITED STATES BANKRUPTCY COURT
WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re ADAM R. GROSSMAN, Debtor.	No. 10-19817-MLB DECLARATION OF SHELLY CROCKER IN SUPPORT OF RESPONSE TO DEBTOR'S MOTION FOR ORDER DECLARING PROPERTY NOT ABANDONED FROM THE BANKRUPTCY ESTATE

Shelly Crocker states as follows:

1. I am the owner of Crocker Law Group PLLC. I am counsel to Rabbi Jill Borodin, a creditor in the current Chapter 11 case. I am knowledgeable regarding the facts in this Declaration and am competent to testify to the same.

2. Attached as **Exhibit A** is a true and correct copy of Debtor's Schedules filed in cause number 10-17334.

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3. Attached as **Exhibit B** is a true and correct copy of the Order Dismissing Debtor's Chapter 11 case for failure to timely file schedules, statements, or lists in cause number 10-17334.

4. Attached as **Exhibit C** is a true and correct copy of the Order Dismissing Debtor's Chapter 11 Case for failure to meet minimum filing requirements in cause number 10-18671.

5. Attached as **Exhibit D** is a true and correct copy of the Decree of Dissolution entered in the Superior Court Of Washington in King County, cause number 09-3-02955-9 SEA.

6. Attached as **Exhibit E** is a true and correct copy of Debtor's Motion In Limine filed in the Superior Court of Washington in King County, cause number 09-3-02955-9 SEA.

7. Attached as **Exhibit F** is a true and correct copy of the Findings and Order on Contempt Review Hearing entered in the Superior Court of King County, cause number 09-3-02955-9 SEA.

I declare under penalty of perjury that the foregoing is true and correct.

DATED this 5th day of October 2011.

/s/ Shelly Crocker
Shelly Crocker

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10-17334

Amended July 19, 2010

B 1 (Official Form 1) (1/08)

United States Bankruptcy Court WESTERN DISTRICT	[redacted]
Name of Debtor (if individual, enter Last, First, Middle) Grossman, Adam R.	Name of Joint Debtor (Spouse) (Last, First, Middle)
All Other Names used by the Debtor in the last 8 years (include married, maiden, and trade names)	All Other Names used by the Joint Debtor in the last 8 years (include married, maiden, and trade names)
Last four digits of Soc Sec or Indvidual-Taxpayer I D (ITIN) No /Complete EIN (if more than one, state all) 7951	Last four digits of Soc Sec or Indvidual-Taxpayer I D (ITIN) No /Complete EIN (if more than one, state all)
Street Address of Debtor (No and Street, City, and State) 5766 - 27th Ave NE Seattle, WA ZIP CODE 98105	Street Address of Joint Debtor (No and Street, City, and State) FILED U.S. Bankruptcy Court Western District of Washington ZIP CODE
County of Residence or of the Principal Place of Business King	County of Residence or of the Principal Place of Business JUL 19 2010
Mailing Address of Debtor (if different from street address). ZIP CODE	Mailing Address of Joint Debtor (if different from street address) MARK L. HATCHER, CLERK OF THE U.S. BANKRUPTCY COURT ZIP CODE
Location of Principal Assets of Business Debtor (if different from street address above) ZIP CODE	

Type of Debtor (Form of Organization) (Check one box.)

- [X] Individual (includes Joint Debtors) *See Exhibit D on page 2 of this form*
- [ ] Corporation (includes LLC and LLP)
- [ ] Partnership
- [ ] Other (If debtor is not one of the above entities, check this box and state type of entity below.)

Nature of Business (Check one box.)

- [ ] Health Care Business
- [ ] Single Asset Real Estate as defined in 11 U S C. § 101(51B)
- [ ] Railroad
- [ ] Stockbroker
- [ ] Commodity Broker
- [ ] Clearing Bank
- [X] Other

Tax-Exempt Entity (Check box, if applicable.)

- [ ] Debtor is a tax-exempt organization under Title 26 of the United States Code (the Internal Revenue Code)

Chapter of Bankruptcy Code Under Which the Petition is Filed (Check one box.)

- [ ] Chapter 7
- [ ] Chapter 9
- [X] Chapter 11
- [ ] Chapter 12
- [ ] Chapter 13
- [ ] Chapter 15 Petition for Recognition of a Foreign Main Proceeding
- [ ] Chapter 15 Petition for Recognition of a Foreign Nonmain Proceeding

Nature of Debts (Check one box.)

- [ ] Debts are primarily consumer debts, defined in 11 U S C § 101(8) as "incurred by an individual primarily for a personal, family, or household purpose."
- [X] Debts are primarily business debts

Filing Fee (Check one box.)

- [ ] Full Filing Fee attached
- [X] Filing Fee to be paid in installments (applicable to individuals only) Must attach signed application for the court's consideration certifying that the debtor is unable to pay fee except in installments Rule 1006(b) See Official Form 3A
- [ ] Filing Fee waiver requested (applicable to chapter 7 individuals only) Must attach signed application for the court's consideration See Official Form 3B

Chapter 11 Debtors

Check one box:

- [X] Debtor is a small business debtor as defined in 11 U S C § 101(51D)
- [X] ~~Debtor is not a small business debtor as defined in 11 U S C § 101(51D)~~ is a small business

Check if:

- [X] Debtor's aggregate noncontingent liquidated debts (excluding debts owed to insiders or affiliates) are less than $2,190,000

Check all applicable boxes:

- [ ] A plan is being filed with this petition
- [ ] Acceptances of the plan were solicited prepetition from one or more classes of creditors, in accordance with 11 U S C § 1126(b)

Statistical/Administrative Information

- [ ] Debtor estimates that funds will be available for distribution to unsecured creditors
- [X] Debtor estimates that, after any exempt property is excluded and administrative expenses paid, there will be no funds available for distribution to unsecured creditors

THIS SPACE IS FOR COURT USE ONLY

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10-17334

Estimated Number of Creditors

[X] 1-49	[ ] 50-99	[ ] 100-199	[ ] 200-999	[ ] 1,000-5,000	[ ] 5,001-10,000	[ ] 10,001-25,000	[ ] 25,001-50,000	[ ] 50,001-100,000	[ ] Over 100,000

Estimated Assets

[ ] $0 to $50,000	[ ] $50,001 to $100,000	[ ] $100,001 to $500,000	[ ] $500,001 to $1 million	[X] $1,000,001 to $10 million	[ ] $10,000,001 to $50 million	[ ] $50,000,001 to $100 million	[ ] $100,000,001 to $500 million	[ ] $500,000,001 to $1 billion	[ ] More than $1 billion

Estimated Liabilities

[ ] $0 to $50,000	[ ] $50,001 to $100,000	[ ] $100,001 to $500,000	[ ] $500,001 to $1 million	[X] $1,000,001 to $10 million	[ ] $10,000,001 to $50 million	[ ] $50,000,001 to $100 million	[ ] $100,000,001 to $500 million	[ ] $500,000,001 to $1 billion	[ ] More than $1 billion

Exhibit A

B6 Summary (Official Form 6 - Summary) (12/07)

United States Bankruptcy Court

2010 JUL 19 PM 4:25

Western District of Washington

In re Adam R. Grossman, Debtor

Case No. 10-17334-KAO

Chapter 11

SUMMARY OF SCHEDULES

Indicate as to each schedule whether that schedule is attached and state the number of pages in each. Report the totals from Schedules A, B, D, E, F, I, and J in the boxes provided. Add the amounts from Schedules A and B to determine the total amount of the debtor's assets. Add the amounts of all claims from Schedules D, E, and F to determine the total amount of the debtor's liabilities. Individual debtors also must complete the "Statistical Summary of Certain Liabilities and Related Data" if they file a case under chapter 7, 11, or 13.

NAME OF SCHEDULE	ATTACHED (YES/NO)	NO. OF SHEETS	ASSETS	LIABILITIES	OTHER
A - Real Property	Yes	1	$ 1,486,000.00		
B - Personal Property	Yes	3	$ 1,750.00		
C - Property Claimed as Exempt	Yes	1			
D - Creditors Holding Secured Claims	Yes	2		$ 1,255,000.00	
E - Creditors Holding Unsecured Priority Claims (Total of Claims on Schedule E)	Yes	3		$ 0.00	
F - Creditors Holding Unsecured Nonpriority Claims	Yes	3		$ 135,000.00	
G - Executory Contracts and Unexpired Leases	Yes	1			
H - Codebtors	Yes	1			
I - Current Income of Individual Debtor(s)	Yes	1			$ 2,000.00
J - Current Expenditures of Individual Debtors(s)	Yes	1			$ 5,000.00
TOTAL		17	$ 1,487,750.00	$ 1,390,000.00	

Exhibit A

United States Bankruptcy Court

Western District of Washington

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO

Chapter 11

STATISTICAL SUMMARY OF CERTAIN LIABILITIES AND RELATED DATA (28 U.S.C. § 159)

If you are an individual debtor whose debts are primarily consumer debts, as defined in § 101(8) of the Bankruptcy Code (11 U.S.C. § 101(8)), filing a case under chapter 7, 11 or 13, you must report all information requested below.

☒ Check this box if you are an individual debtor whose debts are NOT primarily consumer debts. You are not required to report any information here.

This information is for statistical purposes only under 28 U.S.C. § 159.

Summarize the following types of liabilities, as reported in the Schedules, and total them.

Type of Liability	Amount
Domestic Support Obligations (from Schedule E)	$
Taxes and Certain Other Debts Owed to Governmental Units (from Schedule E)	$
Claims for Death or Personal Injury While Debtor Was Intoxicated (from Schedule E) (whether disputed or undisputed)	$
Student Loan Obligations (from Schedule F)	$
Domestic Support, Separation Agreement, and Divorce Decree Obligations Not Reported on Schedule E	$
Obligations to Pension or Profit-Sharing, and Other Similar Obligations (from Schedule F)	$
TOTAL	$

State the following:

Average Income (from Schedule I, Line 16)	$
Average Expenses (from Schedule J, Line 18)	$
Current Monthly Income (from Form 22A Line 12; **OR**, Form 22B Line 11; **OR**, Form 22C Line 20)	$

State the following:

1. Total from Schedule D, "UNSECURED PORTION, IF ANY" column		$
2. Total from Schedule E, "AMOUNT ENTITLED TO PRIORITY" column.	$	
3. Total from Schedule E, "AMOUNT NOT ENTITLED TO PRIORITY, IF ANY" column		$
4. Total from Schedule F		$
5. Total of non-priority unsecured debt (sum of 1, 3, and 4)		$

Exhibit A

B6A (Official Form 6A) (12/07)

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (If known)

SCHEDULE A - REAL PROPERTY

Except as directed below, list all real property in which the debtor has any legal, equitable, or future interest, including all property owned as a co-tenant, community property, or in which the debtor has a life estate. Include any property in which the debtor holds rights and powers exercisable for the debtor's own benefit. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor holds no interest in real property, write "None" under "Description and Location of Property."

Do not include interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If an entity claims to have a lien or hold a secured interest in any property, state the amount of the secured claim. See Schedule D. If no entity claims to hold a secured interest in the property, write "None" in the column labeled "Amount of Secured Claim."

If the debtor is an individual or if a joint petition is filed, state the amount of any exemption claimed in the property only in Schedule C - Property Claimed as Exempt.

DESCRIPTION AND LOCATION OF PROPERTY	NATURE OF DEBTOR'S INTEREST IN PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION	AMOUNT OF SECURED CLAIM
6821 39th Ave NE 98115	Direct. In wife's name.	C	630,000.00	605000
1679 Strauss Lane 96003	Direct	H	202,500.00	185000
773 Metro Way 96003	Direct	H	188,000.00	175000
868 Montcrest Dr 96003	Trust, 100% interest	C	210,500.00	0
20710 Glennview Dr 96022	Trust, 100% interest	H	255,000.00	290000
		Total➤	1,486,000.00	

(Report also on Summary of Schedules.)

Exhibit A

B 6B (Official Form 6B) (12/07)

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (If known)

SCHEDULE B - PERSONAL PROPERTY

Except as directed below, list all personal property of the debtor of whatever kind. If the debtor has no property in one or more of the categories, place an "x" in the appropriate position in the column labeled "None." If additional space is needed in any category, attach a separate sheet properly identified with the case name, case number, and the number of the category. If the debtor is married, state whether the husband, wife, both, or the marital community own the property by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the debtor is an individual or a joint petition is filed, state the amount of any exemptions claimed only in Schedule C - Property Claimed as Exempt.

Do not list interests in executory contracts and unexpired leases on this schedule. List them in Schedule G - Executory Contracts and Unexpired Leases.

If the property is being held for the debtor by someone else, state that person's name and address under "Description and Location of Property." If the property is being held for a minor child, simply state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
1. Cash on hand.		cash	H	500.00
2. Checking, savings or other financial accounts, certificates of deposit or shares in banks, savings and loan, thrift, building and loan, and homestead associations, or credit unions, brokerage houses, or cooperatives.		Chase, Wells Fargo, Cambridge Trust Co. (WF = Joint)	H	500.00
3. Security deposits with public utilities, telephone companies, landlords, and others.	X			
4. Household goods and furnishings, including audio, video, and computer equipment.		Household, furniture, Various (C & H)	C	6,000.00
5. Books; pictures and other art objects; antiques; stamp, coin, record, tape, compact disc, and other collections or collectibles.		Books, Pictures, Keepsakes	H	3,000.00
6 Wearing apparel.		Clothes	H	1,000.00
7. Furs and jewelry.	X			
8. Firearms and sports, photographic, and other hobby equipment.		Various	H	250.00
9. Interests in insurance policies. Name insurance company of each policy and itemize surrender or refund value of each.	X			
10. Annuities. Itemize and name each issuer.	X			
11. Interests in an education IRA as defined in 26 U.S.C. § 530(b)(1) or under a qualified State tuition plan as defined in 26 U.S.C. § 529(b)(1). Give particulars. (File separately the record(s) of any such interest(s) 11 U.S.C. § 521(c).)	X			

Exhibit A

In re Adam R. Grossman, Debtor — Case No. 10-17344-KAO (If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITH-OUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
12. Interests in IRA, ERISA, Keogh, or other pension or profit sharing plans. Give particulars.	X			
13. Stock and interests in incorporated and unincorporated businesses Itemize.		Terrington Davies LLC, Ptarmigan Fund LLC, Terrington Davies Capital Management LLC(*)	C	-30,500.00
14. Interests in partnerships or joint ventures. Itemize.	X	Terrington Davies Tanager Fund LP	C	7,000.00
15. Government and corporate bonds and other negotiable and non-negotiable instruments.	X			
16. Accounts receivable.	X			
17. Alimony, maintenance, support, and property settlements to which the debtor is or may be entitled. Give particulars.	X			
18. Other liquidated debts owed to debtor including tax refunds. Give particulars.	X			
19. Equitable or future interests, life estates, and rights or powers exercisable for the benefit of the debtor other than those listed in Schedule A – Real Property.	X			
20. Contingent and noncontingent interests in estate of a decedent, death benefit plan, life insurance policy, or trust.	X			
21. Other contingent and unliquidated claims of every nature, including tax refunds, counterclaims of the debtor, and rights to setoff claims. Give estimated value of each.	X	(*) real property held indirectly by Ptarmigan Fund LLC excluded, reported on Sch A		

Exhibit A

B 6B (Official Form 6B) (12/07) -- Cont.

In re Adam R. Grossman, Debtor — Case No. 10-17344-KAO (If known)

SCHEDULE B - PERSONAL PROPERTY
(Continuation Sheet)

TYPE OF PROPERTY	NONE	DESCRIPTION AND LOCATION OF PROPERTY	HUSBAND, WIFE, JOINT, OR COMMUNITY	CURRENT VALUE OF DEBTOR'S INTEREST IN PROPERTY, WITHOUT DEDUCTING ANY SECURED CLAIM OR EXEMPTION
22. Patents, copyrights, and other intellectual property. Give particulars.	X			
23. Licenses, franchises, and other general intangibles. Give particulars.	X			
24. Customer lists or other compilations containing personally identifiable information (as defined in 11 U.S.C. § 101(41A)) provided to the debtor by individuals in connection with obtaining a product or service from the debtor primarily for personal, family, or household purposes.	X			
25. Automobiles, trucks, trailers, and other vehicles and accessories.		Chevrolet Malibu, 2005	C	4,000.00
26. Boats, motors, and accessories.	X			
27. Aircraft and accessories.	X			
28. Office equipment, furnishings, and supplies.		Various (C & H)	C	5,000.00
29. Machinery, fixtures, equipment, and supplies used in business.		Various (C & H)	C	5,000.00
30. Inventory.	X			
31. Animals.	X			
32. Crops - growing or harvested. Give particulars.	X			
33. Farming equipment and implements.	X			
34. Farm supplies, chemicals, and feed.	X			
35. Other personal property of any kind not already listed. Itemize	X			

_________ continuation sheets attached Total➤ $ 1,750.00

(Include amounts from any continuation sheets attached. Report total also on Summary of Schedules.)

Exhibit A

In re Adam R. Grossman, Debtor   Case No. 10-17344-KAO (If known)

SCHEDULE C - PROPERTY CLAIMED AS EXEMPT

Debtor claims the exemptions to which debtor is entitled under:
(Check one box)
☐ 11 U.S.C. § 522(b)(2)
☑ 11 U.S.C. § 522(b)(3)

☐ Check if debtor claims a homestead exemption that exceeds $146,450.*

DESCRIPTION OF PROPERTY	SPECIFY LAW PROVIDING EACH EXEMPTION	VALUE OF CLAIMED EXEMPTION	CURRENT VALUE OF PROPERTY WITHOUT DEDUCTING EXEMPTION
Homestead	WA State Exemption	125,000.00	
Clothes	WA State Exemption	1,000.00	1,000.00
Books	WA State Exemption	1,500.00	1,500.00
Pictures/Keepsakes	WA State Exemption	1,500.00	1,500.00
Household	WA State Exemption	2,700.00	2,700.00
Other	WA State Exemption	2,000.00	2,000.00
Auto	WA State Exemption	2,500.00	4,000.00
Office/Supplies	WA State Exemption	5,000.00	5,000.00
Tools of Trade	WA State Examption	5,000.00	5,000.00

* *Amount subject to adjustment on 4/1/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

Exhibit A

B 6D (Official Form 6D) (12/07)

10 - 17334

In re Adam R. Grossman, Debtor

Case No. 10-~~17344~~-KAO (If known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number of all entities holding claims secured by property of the debtor as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. List creditors holding all types of secured interests such as judgment liens, garnishments, statutory liens, mortgages, deeds of trust, and other security interests.

List creditors in alphabetical order to the extent practicable. If a minor child is the creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). If all secured creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H – Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Total the columns labeled "Amount of Claim Without Deducting Value of Collateral" and "Unsecured Portion, if Any" in the boxes labeled "Total(s)" on the last sheet of the completed schedule. Report the total from the column labeled "Amount of Claim Without Deducting Value of Collateral" also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report the total from the column labeled "Unsecured Portion, if Any" on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding secured claims to report on this Schedule D.

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (*See Instructions Above.*)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN, AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO. To be completed.			VALUE $					
ACCOUNT NO.			VALUE $					
ACCOUNT NO.			VALUE $					
____ continuation sheets attached			Subtotal ► (Total of this page)				$	$
			Total ► (Use only on last page)				$	$
							(Report also on Summary of Schedules.)	(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

FILED
U.S. Bankruptcy Court
Western District of Washington

JUL 19 2010

MARK L. HATCHER, CLERK
OF THE U S BANKRUPTCY COURT

Exhibit A

In re Adam R. Grossman, Debtor   Case No. 10-17344-KAO (if known)

SCHEDULE D - CREDITORS HOLDING SECURED CLAIMS
(Continuation Sheet)

CREDITOR'S NAME AND MAILING ADDRESS INCLUDING ZIP CODE AND AN ACCOUNT NUMBER (*See Instructions Above.*)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED, NATURE OF LIEN , AND DESCRIPTION AND VALUE OF PROPERTY SUBJECT TO LIEN	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM WITHOUT DEDUCTING VALUE OF COLLATERAL	UNSECURED PORTION, IF ANY
ACCOUNT NO.			VALUE $					
ACCOUNT NO.			VALUE $					
ACCOUNT NO.			VALUE $					
ACCOUNT NO.			VALUE $					
ACCOUNT NO.			VALUE $					
Sheet no._____of_____continuation sheets attached to Schedule of Creditors Holding Secured Claims			Subtotal (s)► (Total(s) of this page)				$	$
			Total(s) ► (Use only on last page)				$ 1,255,000.00	$
							(Report also on Summary of Schedules.)	(If applicable, report also on Statistical Summary of Certain Liabilities and Related Data.)

Exhibit A

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

A complete list of claims entitled to priority, listed separately by type of priority, is to be set forth on the sheets provided. Only holders of unsecured claims entitled to priority should be listed in this schedule. In the boxes provided on the attached sheets, state the name, mailing address, including zip code, and last four digits of the account number, if any, of all entities holding priority claims against the debtor or the property of the debtor, as of the date of the filing of the petition. Use a separate continuation sheet for each type of priority and label each with the type of priority.

The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H-Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community." If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of claims listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all claims listed on this Schedule E in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules.

Report the total of amounts entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

Report the total of amounts not entitled to priority listed on each sheet in the box labeled "Subtotals" on each sheet. Report the total of all amounts not entitled to priority listed on this Schedule E in the box labeled "Totals" on the last sheet of the completed schedule. Individual debtors with primarily consumer debts report this total also on the Statistical Summary of Certain Liabilities and Related Data.

☐ Check this box if debtor has no creditors holding unsecured priority claims to report on this Schedule E.

TYPES OF PRIORITY CLAIMS (Check the appropriate box(es) below if claims in that category are listed on the attached sheets)

☐ **Domestic Support Obligations**

Claims for domestic support that are owed to or recoverable by a spouse, former spouse, or child of the debtor, or the parent, legal guardian, or responsible relative of such a child, or a governmental unit to whom such a domestic support claim has been assigned to the extent provided in 11 U.S.C. § 507(a)(1).

☐ **Extensions of credit in an involuntary case**

Claims arising in the ordinary course of the debtor's business or financial affairs after the commencement of the case but before the earlier of the appointment of a trustee or the order for relief. 11 U.S.C. § 507(a)(3).

☐ **Wages, salaries, and commissions**

Wages, salaries, and commissions, including vacation, severance, and sick leave pay owing to employees and commissions owing to qualifying independent sales representatives up to $11,725* per person earned within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(4).

☐ **Contributions to employee benefit plans**

Money owed to employee benefit plans for services rendered within 180 days immediately preceding the filing of the original petition, or the cessation of business, whichever occurred first, to the extent provided in 11 U.S.C. § 507(a)(5).

** Amount subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

In re Adam R. Grossman, Debtor — Case No. 10-17344-KAO (if known)

☐ **Certain farmers and fishermen**

Claims of certain farmers and fishermen, up to $5,775* per farmer or fisherman, against the debtor, as provided in 11 U.S.C. § 507(a)(6).

☐ **Deposits by individuals**

Claims of individuals up to $2,600* for deposits for the purchase, lease, or rental of property or services for personal, family, or household use, that were not delivered or provided. 11 U.S.C. § 507(a)(7).

☐ **Taxes and Certain Other Debts Owed to Governmental Units**

Taxes, customs duties, and penalties owing to federal, state, and local governmental units as set forth in 11 U.S.C. § 507(a)(8).

☐ **Commitments to Maintain the Capital of an Insured Depository Institution**

Claims based on commitments to the FDIC, RTC, Director of the Office of Thrift Supervision, Comptroller of the Currency, or Board of Governors of the Federal Reserve System, or their predecessors or successors, to maintain the capital of an insured depository institution. 11 U.S.C. § 507 (a)(9).

☐ **Claims for Death or Personal Injury While Debtor Was Intoxicated**

Claims for death or personal injury resulting from the operation of a motor vehicle or vessel while the debtor was intoxicated from using alcohol, a drug, or another substance. 11 U.S.C. § 507(a)(10).

** Amounts are subject to adjustment on 4/01/13, and every three years thereafter with respect to cases commenced on or after the date of adjustment.*

____ continuation sheets attached

Exhibit A

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (if known)

SCHEDULE E - CREDITORS HOLDING UNSECURED PRIORITY CLAIMS

(Continuation Sheet)

Type of Priority for Claims Listed on This Sheet

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER *(See instructions above.)*	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
Account No. To be completed.									
Account No.									
Account No.									
Account No.									

Sheet no ___ of ___ continuation sheets attached to Schedule of Creditors Holding Priority Claims

	AMOUNT OF CLAIM	AMOUNT ENTITLED TO PRIORITY	AMOUNT NOT ENTITLED TO PRIORITY, IF ANY
Subtotals➤ (Totals of this page)	$	$	
Total➤ (Use only on last page of the completed Schedule E. Report also on the Summary of Schedules.)	$		
Totals➤ (Use only on last page of the completed Schedule E. If applicable, report also on the Statistical Summary of Certain Liabilities and Related Data.)		$	$

Exhibit A

Schedule E 3 of 3

Amended (July 8, 2010) List Of Top Unsecured Creditors

(1)	(2)	(3)	(4)	(5)
Sallie Mae 1002 Arthur Dr. Lynn Haven, FL 32444	Contact Number: 1-888-272-5543	Student Loan(s)		$66,253
Bank of America 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-421-2110	Business Credit Card		$36,152
Chase Bank USA 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-955-9900	Person Credit Card		$4,000 - $6,000
Discover Card 12 Reads Way New Castle, DE 19720	Contact Number: 1-800-347-2683	Personal Credit Card		$6,493
Chase Bank USA 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-955-9900	Person Credit Card		$4,000 - $6,000
Chase Bank USA 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-955-9900	Person Credit Card		$4,000 - $6,000
Citi Cards PO Box 6000 The Lakes, NV, 89163-6000	Contact Number: 1-866-458-4271	Personal Credit Card		$2,000 - $5,000
Law Offices of Michael Bugni 11300 Roosevelt Wy NE, Ste 300 Seattle, WA 98125	Contact Number: 1-206-365-5500	Business Debt		$1,575
Early Childhood Center Congregation Beth Shalom 6800 35th Ave NE Seattle, WA 98115	Contact Number: 1-206-524-0075	Personal Debt		$1,100 - $6,000
Jeffrey Bernstein 739 Brookridge Dr. NE Atlanta, GA 30306	Contact Number: 1-206-795-8327	Personal Debt		$250
Seattle Department of Parking 600 Fifth Avenue Seattle WA, 98104	Contact Number: 1-206-233-7000	Personal/Business Debt		$35 - $1,500
T-Mobile USA PO Box 51843 Los Angeles, CA 90051-6143	Contact Number: 1-877-453-1304	Business Debt		(*)$0 - $5,000

Exhibit A

B 6F (Official Form 6F) (12/07)

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

State the name, mailing address, including zip code, and last four digits of any account number, of all entities holding unsecured claims without priority against the debtor or the property of the debtor, as of the date of filing of the petition. The complete account number of any account the debtor has with the creditor is useful to the trustee and the creditor and may be provided if the debtor chooses to do so. If a minor child is a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m). Do not include claims listed in Schedules D and E. If all creditors will not fit on this page, use the continuation sheet provided.

If any entity other than a spouse in a joint case may be jointly liable on a claim, place an "X" in the column labeled "Codebtor," include the entity on the appropriate schedule of creditors, and complete Schedule H - Codebtors. If a joint petition is filed, state whether the husband, wife, both of them, or the marital community may be liable on each claim by placing an "H," "W," "J," or "C" in the column labeled "Husband, Wife, Joint, or Community."

If the claim is contingent, place an "X" in the column labeled "Contingent." If the claim is unliquidated, place an "X" in the column labeled "Unliquidated." If the claim is disputed, place an "X" in the column labeled "Disputed." (You may need to place an "X" in more than one of these three columns.)

Report the total of all claims listed on this schedule in the box labeled "Total" on the last sheet of the completed schedule. Report this total also on the Summary of Schedules and, if the debtor is an individual with primarily consumer debts, report this total also on the Statistical Summary of Certain Liabilities and Related Data..

☐ Check this box if debtor has no creditors holding unsecured claims to report on this Schedule F.

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (*See instructions above.*)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO. See Attached.							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO.							
						Subtotal➤	$
						Total➤ (Use only on last page of the completed Schedule F.) (Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	$

_____continuation sheets attached

Exhibit A

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (if known)

SCHEDULE F - CREDITORS HOLDING UNSECURED NONPRIORITY CLAIMS

(Continuation Sheet)

CREDITOR'S NAME, MAILING ADDRESS INCLUDING ZIP CODE, AND ACCOUNT NUMBER (See instructions above.)	CODEBTOR	HUSBAND, WIFE, JOINT, OR COMMUNITY	DATE CLAIM WAS INCURRED AND CONSIDERATION FOR CLAIM. IF CLAIM IS SUBJECT TO SETOFF, SO STATE.	CONTINGENT	UNLIQUIDATED	DISPUTED	AMOUNT OF CLAIM
ACCOUNT NO.							
ACCOUNT NO							
ACCOUNT NO.							
ACCOUNT NO.							
ACCOUNT NO. **Range: $125,858 - $146,223** **Use: $135,000**							

Sheet no. 2 of 3 continuation sheets attached to Schedule of Creditors Holding Unsecured Nonpriority Claims

Subtotal➤ $

Total➤ $ 135,000.00

(Use only on last page of the completed Schedule F.)
(Report also on Summary of Schedules and, if applicable on the Statistical Summary of Certain Liabilities and Related Data.)

Exhibit A

B 6G (Official Form 6G) (12/07)

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (If known)

SCHEDULE G - EXECUTORY CONTRACTS AND UNEXPIRED LEASES

Describe all executory contracts of any nature and all unexpired leases of real or personal property. Include any timeshare interests. State nature of debtor's interest in contract, i.e., "Purchaser," "Agent," etc. State whether debtor is the lessor or lessee of a lease. Provide the names and complete mailing addresses of all other parties to each lease or contract described. If a minor child is a party to one of the leases or contracts, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☐ Check this box if debtor has no executory contracts or unexpired leases.

NAME AND MAILING ADDRESS, INCLUDING ZIP CODE, OF OTHER PARTIES TO LEASE OR CONTRACT.	DESCRIPTION OF CONTRACT OR LEASE AND NATURE OF DEBTOR'S INTEREST. STATE WHETHER LEASE IS FOR NONRESIDENTIAL REAL PROPERTY. STATE CONTRACT NUMBER OF ANY GOVERNMENT CONTRACT.
Peter Zieve 5766 27th Ave NE Seattle WA 98105	Rental of personal residence, $1,800/mo.

Exhibit A

B 6H (Official Form 6H) (12/07)

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (If known)

SCHEDULE H - CODEBTORS

Provide the information requested concerning any person or entity, other than a spouse in a joint case, that is also liable on any debts listed by the debtor in the schedules of creditors. Include all guarantors and co-signers. If the debtor resides or resided in a community property state, commonwealth, or territory (including Alaska, Arizona, California, Idaho, Louisiana, Nevada, New Mexico, Puerto Rico, Texas, Washington, or Wisconsin) within the eight-year period immediately preceding the commencement of the case, identify the name of the debtor's spouse and of any former spouse who resides or resided with the debtor in the community property state, commonwealth, or territory. Include all names used by the nondebtor spouse during the eight years immediately preceding the commencement of this case. If a minor child is a codebtor or a creditor, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

☒ Check this box if debtor has no codebtors.

NAME AND ADDRESS OF CODEBTOR	NAME AND ADDRESS OF CREDITOR

Exhibit A

B6I (Official Form 6I) (12/07)

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (if known)

SCHEDULE I - CURRENT INCOME OF INDIVIDUAL DEBTOR(S)

The column labeled "Spouse" must be completed in all cases filed by joint debtors and by every married debtor, whether or not a joint petition is filed, unless the spouses are separated and a joint petition is not filed. Do not state the name of any minor child. The average monthly income calculated on this form may differ from the current monthly income calculated on Form 22A, 22B, or 22C.

Debtor's Marital Status:	DEPENDENTS OF DEBTOR AND SPOUSE	
Married	RELATIONSHIP(S): Alexandra Grossman, Naomi Grossman	AGE(S): 4, 4

Employment:	DEBTOR	SPOUSE
Occupation	self-employed	n/a
Name of Employer	self	n/a
How long employed	18 years	n/a
Address of Employer	5766 27th Ave NE, Seattle WA 98115	n/a

INCOME: (Estimate of average or projected monthly income at time case filed)	DEBTOR	SPOUSE
1. Monthly gross wages, salary, and commissions (Prorate if not paid monthly)	$ 0.00	$
2. Estimate monthly overtime	$ 0.00	$
3. SUBTOTAL	$ 0.00	$
4. LESS PAYROLL DEDUCTIONS		
a. Payroll taxes and social security	$ 0.00	$
b. Insurance	$ 0.00	$
c. Union dues	$ 0.00	$
d. Other (Specify):	$ 0.00	$
5. SUBTOTAL OF PAYROLL DEDUCTIONS	$ 0.00	$
6. TOTAL NET MONTHLY TAKE HOME PAY	$ 0.00	$
7. Regular income from operation of business or profession or farm (Attach detailed statement)	$ 0.00	$
8. Income from real property	$ 2,000.00	$
9. Interest and dividends	$ 0.00	$
10. Alimony, maintenance or support payments payable to the debtor for the debtor's use or that of dependents listed above	$ 0.00	$
11. Social security or government assistance (Specify): n/a	$ 0.00	$
12. Pension or retirement income	$ 0.00	$
13. Other monthly income (Specify):	$ 0.00	$
	$ 0.00	$
14. SUBTOTAL OF LINES 7 THROUGH 13	$ 2,000.00	$
15. AVERAGE MONTHLY INCOME (Add amounts on lines 6 and 14)	$ 2,000.00	$
16. COMBINED AVERAGE MONTHLY INCOME: (Combine column totals from line 15)	$ 2,000.00	

(Report also on Summary of Schedules and, if applicable, on Statistical Summary of Certain Liabilities and Related Data)

17. Describe any increase or decrease in income reasonably anticipated to occur within the year following the filing of this document:

Income highly variable normally, as shown five years' tax returns. Finalizing very acrimonious and costly divorce halting most business activity for many reasons. Primary business, Tanager Fund, likely to close. ~~New real estate business exiting "start-up" and may generate $5,000/mo. post-divorce (est.)~~

Exhibit A

B6J (Official Form 6J) (12/07)

In re Adam R. Grossman, Debtor

Case No. 10-17344-KAO (if known)

SCHEDULE J - CURRENT EXPENDITURES OF INDIVIDUAL DEBTOR(S)

Complete this schedule by estimating the average or projected monthly expenses of the debtor and the debtor's family at time case filed. Prorate any payments made bi-weekly, quarterly, semi-annually, or annually to show monthly rate. The average monthly expenses calculated on this form may differ from the deductions from income allowed on Form22A or 22C.

[X] Check this box if a joint petition is filed and debtor's spouse maintains a separate household. Complete a separate schedule of expenditures labeled "Spouse."

1. Rent or home mortgage payment (include lot rented for mobile home)	$ 1,800.00
a. Are real estate taxes included? Yes ____ No X	
b. Is property insurance included? Yes ____ No X	
2. Utilities: a. Electricity and heating fuel	$
b. Water and sewer	$
c. Telephone	$
d. Other	$
3. Home maintenance (repairs and upkeep)	$
4. Food	$
5. Clothing	$
6. Laundry and dry cleaning	$
7. Medical and dental expenses	$
8. Transportation (not including car payments)	$
9. Recreation, clubs and entertainment, newspapers, magazines, etc.	$
10. Charitable contributions	$
11. Insurance (not deducted from wages or included in home mortgage payments)	
a. Homeowner's or renter's	$
b. Life	$
c. Health	$
d. Auto	$
e. Other	$
12. Taxes (not deducted from wages or included in home mortgage payments) (Specify)	$
13. Installment payments: (In chapter 11, 12, and 13 cases, do not list payments to be included in the plan)	
a. Auto	$
b. Other	$
c. Other	$
14. Alimony, maintenance, and support paid to others	$
15. Payments for support of additional dependents not living at your home	$
16. Regular expenses from operation of business, profession, or farm (attach detailed statement)	$
17. Other Monthly expenses will realistically depend on monthy income.	$
18. AVERAGE MONTHLY EXPENSES (Total lines 1-17. Report also on Summary of Schedules and, if applicable, on the Statistical Summary of Certain Liabilities and Related Data.)	$ 5,000.00

19. Describe any increase or decrease in expenditures reasonably anticipated to occur within the year following the filing of this document:

Acrimonious and costly divorce likely to finalize within the year following the filing of this document expenses will become known and more stable.

20. STATEMENT OF MONTHLY NET INCOME

a. Average monthly income from Line 15 of Schedule I	$ 0.00
b. Average monthly expenses from Line 18 above	$ 5,000.00
c. Monthly net income (a. minus b.)	$ -5,000.00

Exhibit A

B6 Declaration (Official Form 6 - Declaration) (12/07)

In re Adam R. Grossman ,
Debtor

Case No. 10-17344-KAO
(If known)

DECLARATION CONCERNING DEBTOR'S SCHEDULES

DECLARATION UNDER PENALTY OF PERJURY BY INDIVIDUAL DEBTOR

I declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of 20 sheets, and that they are true and correct to the best of my knowledge, information, and belief.

Date 06/08/2010

Signature: Adam R. Grossman
Debtor

Date ______________

Signature: ______________
(Joint Debtor, if any)

[If joint case, both spouses must sign.]

DECLARATION AND SIGNATURE OF NON-ATTORNEY BANKRUPTCY PETITION PREPARER (See 11 U.S.C. § 110)

I declare under penalty of perjury that: (1) I am a bankruptcy petition preparer as defined in 11 U.S.C. § 110; (2) I prepared this document for compensation and have provided the debtor with a copy of this document and the notices and information required under 11 U.S.C. §§ 110(b), 110(h) and 342(b); and, (3) if rules or guidelines have been promulgated pursuant to 11 U.S.C. § 110(h) setting a maximum fee for services chargeable by bankruptcy petition preparers, I have given the debtor notice of the maximum amount before preparing any document for filing for a debtor or accepting any fee from the debtor, as required by that section.

____
Printed or Typed Name and Title, if any, of Bankruptcy Petition Preparer

Social Security No.
(Required by 11 U.S.C. § 110.)

If the bankruptcy petition preparer is not an individual, state the name, title (if any), address, and social security number of the officer, principal, responsible person, or partner who signs this document.

____
____
____
Address

X ______________
Signature of Bankruptcy Petition Preparer

Date ______________

Names and Social Security numbers of all other individuals who prepared or assisted in preparing this document, unless the bankruptcy petition preparer is not an individual:

If more than one person prepared this document, attach additional signed sheets conforming to the appropriate Official Form for each person.

A bankruptcy petition preparer's failure to comply with the provisions of title 11 and the Federal Rules of Bankruptcy Procedure may result in fines or imprisonment or both. 11 U.S.C. § 110; 18 U.S.C. § 156.

DECLARATION UNDER PENALTY OF PERJURY ON BEHALF OF A CORPORATION OR PARTNERSHIP

I, the ______________ [the president or other officer or an authorized agent of the corporation or a member or an authorized agent of the partnership] of the ______________ [corporation or partnership] named as debtor in this case, declare under penalty of perjury that I have read the foregoing summary and schedules, consisting of _____ sheets (*Total shown on summary page plus 1*), and that they are true and correct to the best of my knowledge, information, and belief.

Date ______________

Signature: ______________

____
[Print or type name of individual signing on behalf of debtor.]

[An individual signing on behalf of a partnership or corporation must indicate position or relationship to debtor.]

Penalty for making a false statement or concealing property: Fine of up to $500,000 or imprisonment for up to 5 years or both. 18 U.S.C. §§ 152 and 3571.

Exhibit A

B4 (Official Form 4) (12/07)

United States Bankruptcy Court

Western District Of Washington

In re Grossman, Adam R., Debtor

Case No. 10-17334-KAO

Chapter 11

AMENDED (JULY 8, 2010) LIST OF CREDITORS HOLDING 20 LARGEST UNSECURED CLAIMS

Following is the list of the debtor's creditors holding the 20 largest unsecured claims. The list is prepared in accordance with Fed. R. Bankr. P. 1007(d) for filing in this chapter 11 [*or* chapter 9] case. The list does not include (1) persons who come within the definition of "insider" set forth in 11 U.S.C. § 101, or (2) secured creditors unless the value of the collateral is such that the unsecured deficiency places the creditor among the holders of the 20 largest unsecured claims. If a minor child is one of the creditors holding the 20 largest unsecured claims, state the child's initials and the name and address of the child's parent or guardian, such as "A.B., a minor child, by John Doe, guardian." Do not disclose the child's name. See, 11 U.S.C. §112 and Fed. R. Bankr. P. 1007(m).

(1)	(2)	(3)	(4)	(5)
Name of creditor and complete mailing address, including zip code	*Name, telephone number and complete mailing address, including zip code, of employee, agent, or department of creditor familiar with claim who may be contacted*	*Nature of claim (trade debt, bank loan, government contract, etc.)*	*Indicate if claim is contingent, unliquidated, disputed or subject to setoff*	*Amount of claim [if secured also state value of security]*
See attached.				

Date. July 8, 2010

Adam R. Grossman
Debtor

[Declaration as in Form 2]

2010 JUL 19 PM 4:29

Exhibit A

10-17334

Amended (July 8, 2010) List Of Top Unsecured Creditors

(1)	(2)	(3)	(4)	(5)
Sallie Mae 1002 Arthur Dr. Lynn Haven, FL 32444	Contact Number: 1-888-272-5543	Student Loan(s)		$66,253
Bank of America 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-421-2110	Business Credit Card		$36,152
Chase Bank USA 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-955-9900	Person Credit Card		$4,000 - $6,000
Discover Card 12 Reads Way New Castle, DE 19720	Contact Number: 1-800-347-2683	Personal Credit Card		$6,493
Chase Bank USA 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-955-9900	Person Credit Card		$4,000 - $6,000
Chase Bank USA 800 Brooksedge Blvd. Westerville, OH 43081	Contact Number: 1-800-955-9900	Person Credit Card		$4,000 - $6,000
Citi Cards PO Box 6000 The Lakes, NV, 89163-6000	Contact Number: 1-866-458-4271	Personal Credit Card		$2,000 - $5,000
Law Offices of Michael Bugni 11300 Roosevelt Wy NE, Ste 300 Seattle, WA 98125	Contact Number: 1-206-365-5500	Business Debt		$1,575
Early Childhood Center Congregation Beth Shalom 6800 35th Ave NE Seattle, WA 98115	Contact Number: 1-206-524-0075	Personal Debt		$1,100 - $6,000
Jeffrey Bernstein 739 Brookridge Dr. NE Atlanta, GA 30306	Contact Number: 1-206-795-8327	Personal Debt		$250
Seattle Department of Parking 600 Fifth Avenue Seattle WA, 98104	Contact Number: 1-206-233-7000	Personal/Business Debt		$35 - $1,500
T-Mobile USA PO Box 51843 Los Angeles, CA 90051-6143	Contact Number: 1-877-453-1304	Business Debt		(*)$0 - $5,000

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Exhibit A

Judge Karen A. Overstreet
Chapter 11

UNITED STATES BANKRUPTCY COURT
FOR THE WESTERN DISTRICT OF WASHINGTON
AT SEATTLE

In re ADAM R. GROSSMAN, Debtor.	No. 10-17334 *EX PARTE* ORDER DISMISSING CASE FOR FAILURE TO TIMELY FILE SCHEDULES, STATEMENTS, OR LISTS

THIS MATTER comes before this Court for hearing upon the United States Trustee's *Ex Parte* Application for Order Dismissing Case for Failure to Timely File Schedules, Statements, or Lists pursuant to Interim Local Bankruptcy Rule 1017-2(b). The debtor(s) having received notice of dismissal for failure to file required schedules, statements, or lists, the United States Trustee having received no written objection, and the Court being otherwise fully advised in the premises, it is

ORDERED that the case is dismissed.

DATED: ______________________

United States Bankruptcy Judge
(Dated as of Entered on Docket date above)

STREET
Y JUDGE

Presented by:

ROBERT D. MILLER JR
United States Trustee

/s/ William L. Courshon

WILLIAM L. COURSHON, WSBA #20468
Attorney for the United States Trustee

Office of the United States Trustee
United States Courthouse
700 Stewart Street, Suite 5103
Seattle, WA 98101-1271
206-553-2000, 206-553-2566 (fax)

Exhibit B

Entered on Docket Aug. 10, 2010

Form odsm (03/2009)

UNITED STATES BANKRUPTCY COURT
Western District of Washington
700 Stewart St, Room 6301
Seattle, WA 98101

In Re:

Adam R Grossman

Debtor(s).

Case Number: 10−18671−KAO
Chapter: 11

ORDER DISMISSING CASE

This matter having come before the Court and based on a review of the records and files herein, it is

ORDERED that this case is dismissed due to:

- ☐ The debtor's failure to file required schedules.
- ☐ The debtor's failure to pay the filing fee.
- ☐ The debtor's failure to attend the meeting of creditors.
- ☐ The debtor's failure to comply with a show cause order.
- ☑ The debtor's failure to meet minimum filing requirements.
- ☐ Other: **Missing List of Creditors,Small Business Balance Sheet, Cash Flow Statement, Statement of Operations**

Any unpaid fees remain due and owing to the Clerk of the Bankruptcy Court.

///End of Order///

Karen A. Overstreet
United States Bankruptcy Judge
(Dated as of Entered on Docket date above)

RECEIVED
2010 DEC 14 PM 3:51
KING COUNTY
SUPERIOR COURT CLERK
SEATTLE, WA

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

In re the Marriage of: JILL IRINA BORODIN, Petitioner, and ADAM REED GROSSMAN, Respondent.	NO. 09-3-02955-9 SEA **DECREE OF DISSOLUTION (Marriage)** **[X] CLERK'S ACTION REQUIRED** **[X] LAW ENFORCEMENT NOTIFICATION, ¶ 3.10 BELOW**

I. JUDGMENT/ORDER SUMMARIES

1.1 RESTRAINING ORDER SUMMARY.

Restraining Order Summary is set forth below:

Name of person(s) restrained:	ADAM R. GROSSMAN
Name of person(s) protected:	JILL I. BORODIN
See paragraph 3.10	

Violation of a Restraining Order in Paragraph 3.10 Below With Actual Knowledge of its Terms is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.050.

ORIGINAL

Exhibit D

1.2 REAL PROPERTY JUDGMENT SUMMARY.

Real Property Judgment Summary is set forth below:

Assessor's property tax parcel number: 020850-0100-8 (Washington home)

1.3 MONEY JUDGMENT SUMMARY.

A.	Judgment Creditor	Jill I. Borodin
B.	Judgment Debtor	Adam Reed Grossman
C.	Principal Judgment Amount (Property Settlement)	~~$56,405~~ TBD
D.	Interest to date of Judgment	N/A
E.	Attorney's Fees	
F.	Costs	N/A
G.	Other Recovery Amount:	
H.	Principal judgment shall bear interest at 12% per annum.	
I.	Attorney's fees, costs and other recovery amounts shall bear interest at 12% per annum.	
J.	Attorney for Judgment Creditor	Karma L. Zaike
K.	Attorney for Judgment Debtor	Emily J. Tsai

END OF SUMMARIES

II. BASIS

Findings of Fact and Conclusions of Law have been entered in this case.

III. DECREE

IT IS *DECREED* that:

3.1 STATUS OF THE MARRIAGE.

The marriage of the parties is hereby dissolved. Further references to the "Wife" shall be synonymous with the Petitioner, JILL I. BORODIN. Further references to the "Husband" shall be synonymous with the Respondent, ADAM R. GROSSMAN.

3.2 REAL PROPERTY.

3.2.1 6821 39th Avenue NE, Seattle, Washington. The court finds that this property is community property. This property was purchased by the parties during their marriage. The court acknowledges that the husband signed a Quit Claim deed to the home in June, 2005. **Exhibit 55.** However, first and second mortgages on the home (Exhibits 29 and 30 respectively) were arranged by the husband, held only in the Wife's name, and the loan proceeds of $101,617 were taken from the equity of the home and transferred to husband's businesses. (Exhibits 3, pg. 30, 349, 351, Tab F). The only testimony as to the value of the home was presented by the Wife to be $480,000. There was no dispute that there were two mortgages which totaled over $600,000 leaving negative equity of $120,000, which is a community debt.

This property is awarded to the Wife as her sole and separate property, free and clear of any interest in the Husband. The Wife shall henceforth assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property and hold the Husband harmless and indemnify him from any liability thereon.

3.2.2 868 Montcrest Drive, Redding, CA. **Exhibit 351, Tab E, p. 31** The court finds that this property was purchased with community funds and is community property. This property is awarded to the wife.

The husband shall immediately sign all documents necessary to effectuate a prompt transfer of this property to the wife. If the Husband refuses to cooperate with immediate transfer of the property to the Wife, then attorney Krystina Larch or Margaret Doyle Fitzpatrick are appointed pursuant to CR 70 as a Commissioner in Fact to sign any necessary documents in the husband's stead.

The husband shall have the affirmative duty to disclose all aspects of ownership of the property to the wife and he shall further cooperate in signing any documents necessary to transfer the home to the Wife. The husband shall report the sale on his tax return and he shall bear any tax consequences of the sale.

3.2.3 20710 Glennview Drive, Cottonwood, CA. The court finds that this property was purchased during the marriage and is community property. This property is awarded to the husband.

3.2.4 1679 Strauss Lane, Redding, Ca. The court finds that this property, which was purchased by husband in 1989 before marriage, is the husband's separate property. The Husband shall assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property. Because the husband has a HELOC in both his and wife's name, Husband shall immediately refinance this property to remove the wife's name from the mortgage.

3.2.3 773 Metro Way, Redding, Ca. Ths home was inherited by Mr. Grossman during the marriage and the court finds that this is his separate property. The home shall be awarded to the husband free and clear of any interest in the wife. The Husband shall henceforth assume and pay all taxes, utilities, insurance, mortgage and other obligations on said property and hold the Wife harmless and indemnify her from any liability thereon. If there are undisclosed liens on the 868 Monterest property or the 20710 Glennview property that the husband fails to immediately remove, then this property may be sold to satisfy the liens.

3.3 EMPLOYMENT BENEFITS.

Each party shall retain as his or her sole and separate property, free and clear of any interest in the other, all those rights and benefits which have been derived as the result of his or her past or present employment, union affiliations, military service, United States or other citizenship and/or residence within a state including, but not limited to:

Various forms of insurance, right to social security payments, welfare payments, unemployment compensation payments, disability payments, Medicare and Medicaid payments, retirement benefits, sick leave benefits, educational benefits and grants, interests in health or welfare plans, interests in profit-sharing plans, and all other legislated, contractual and/or donated benefits, whether vested or non-vested and whether directly or indirectly derived through the activity of that specific party; provided, however, that said benefit or benefits have not been otherwise divided below. Each party is specifically awarded his or her own retirement and 401(k)/403(b) benefits.

3.4 PROPERTY TO BE AWARDED TO THE HUSBAND.

The Husband is awarded as his separate property, as shown in exhibit A attached [initials] free and clear of any right, title or claim of the Wife, the following property, and the Wife hereby quit claims and conveys all of said property to the Husband. This Decree, when executed, shall serve as a document of conveyance from the Wife to the Husband of the following property:

3.4.1 All furniture, furnishings, clothing, personal items and personal property of any description presently in his possession.

3.4.2 All bank accounts, savings accounts and credit union accounts in his name only.

3.4.3 All life insurance policies insuring his life, for which the Wife is hereby divested of any interest as beneficiary.

3.4.4 The following automobile: 2005 Chevrolet Malibu. The Husband shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Wife harmless thereon.

3.4.5 Any property acquired by the Husband prior to marriage or subsequent to the date of the parties' separation unless otherwise specifically awarded to the Wife herein.

3.4.6 All right, title and interest in and to the business known as Terrington Davies LLC, Terrington Davies Capital Management LLC, Terrington Davies Tanager Fund LP and Ptarmigan Fund and all assets thereto, including but not limited to bank accounts, accounts receivables, work in progress. The Husband shall hold the Wife harmless and indemnify her from any debts associated with these businesses.

3.5 **PROPERTY TO BE AWARDED TO THE WIFE.**

The Wife is awarded as her separate property, as shown in exhibit A attached, free and clear of any right, title or claim of the Husband, the following property, and the Husband hereby quit claims and conveys all of said property to the Wife. This Decree, when executed, shall serve as a document of conveyance from the Husband to the Wife of the following property:

3.5.1 All furniture, furnishings, clothing, personal items and personal property of any description presently in her possession.

3.5.2 All bank accounts, savings accounts and credit union accounts in her name only.

3.5.3 All life insurance policies insuring her life, for which the Husband is hereby divested of any interest as beneficiary.

Exhibit D

3.5.4 The Fidelity account -7955 with an approximate balance of $236 (Ex 302). The husband shall cooperate in signing any documents needed to permanently close this account.

3.5.5 The following automobile: 2001 Toyota. The Wife shall become solely obligated for all payments due or which may become due for the use, operation, maintenance and financing thereof, and shall hold the Husband harmless thereon.

3.5.6 The Wife's 403(b) retirement account.

3.5.7 Any property acquired by the Wife prior to marriage or subsequent to the date of the parties' separation.

3.5.8 The Fidelity Roth IRA -8269 and Fidelity -1338 held in the wife's name.

~~3.5.9 Cash property settlement of $56,405 to equalize the property division payable by the husband to the wife. The Wife shall have a judgment against the Husband for this amount.~~

3.6 **LIABILITIES TO BE PAID BY THE HUSBAND.**

Unless otherwise provided herein, the Husband shall pay all liabilities incurred by him since the date of separation, which was April 15, 2009.

The Husband shall pay the following community or separate liabilities:

3.6.1 Any and all debt associated with Terrington Davies LLC, Terrington Davies Capital Management LLC, Terrington Davies Tanager Fund LP and Ptarmigan Fund whether said debt was incurred under the business names or the husband's name personally.

3.6.2 The Citibank Student Loan account -1125-70 (Ex 3(b), p. 16, Ex 297.

3.6.3 The following debts:

- Amazon.com Chase account -7314 (Exhibit 286)
- Slate Chase acct -6457 (Ex 287)
- AAA Chase acct – 3915 (Ex 288-89)
- Discover acct -0579 (Ex 290-92)
- Citicard -4425 (Ex 293)

Exhibit D

- MIT Worldpoints Bank of America -7336 (Ex 294)

3.6.4 All debts in his name only.

If for any reason the Wife must pay on or has collection taken against her on debts payable by the Husband, the Wife may seek a judgment against the Husband for any amounts she has paid, plus reasonable attorney's fees and court costs. Said judgment may be obtained under this cause number by proof from affidavit on the Family Law Motions Calendar unless the Judge/Commissioner determines to set the matter for testimonial hearing.

If said debts are not so maintained, the Wife shall request the specific sums necessary for maintaining said debts from the Husband and he shall pay these amounts to her as a part of the Court's order for support. The Wife shall in turn make said debt payments. If this fails, the Wife may apply to this Court for judgment against the Husband for these amounts, which judgment may then be enforced by the Wife for the repayment of community debts. Because this paragraph is in lieu of maintenance, these debts may not be discharged in bankruptcy.

The assumption of indebtedness by the Husband above is necessary for the maintenance and support of the Wife and shall be considered a duty directly related to her support; provided, however, that payment of said debts shall not be considered deductible as alimony for income tax purposes by the Husband, nor includable as income by the Wife. The Husband's assumption of indebtedness, however, shall not be dischargeable in bankruptcy so as to allow a third-party creditor to claim against the Wife. Furthermore, the remarriage or death of either party shall not affect or terminate the Husband's obligation to pay these debts.

3.7 LIABILITIES TO BE PAID BY THE WIFE.

Unless otherwise provided herein, the Wife shall pay all liabilities incurred by her since the date of separation, which was April 15, 2009.

The Wife shall pay the following community or separate liabilities:

3.7.1 American express account in wife's name.

3.7.2 Alaska Airlines Visa -7563 and -5286.

3.7.3 U.S. Airways MC.

3.7.4 Citibank mortgages -4673 and -7606.

3.7.5 The SallieMae student loan account -3578-9.

3.8 HOLD HARMLESS PROVISION.

Each party shall hold the other party harmless from any collection action relating to separate or community liabilities set forth above, including reasonable attorney's fees and costs incurred in defending against any attempts to collect an obligation of the other party.

3.9 MAINTENANCE.

Neither party shall pay maintenance to the other.

3.10 CONTINUING RESTRAINING ORDER

A continuing restraining order is entered as follows:

[x] The [x] husband [ ] wife is restrained and enjoined from disturbing the peace of the other party.

[x] The [x] husband [ ] wife is restrained and enjoined from going onto the grounds of or entering the home, work place or school of the other party, or the day care or school of the following named children: Alexandra or Naomi Grossman except as set forth in the Parenting Plan under this cause #.

[x] The [x] husband [ ] wife is restrained and enjoined from knowingly coming within or knowingly remaining within (distance) 500 feet of the home, work place or school of the other party, or the day care or school of these children: Alexandra or Naomi Grossman except as set forth in the Parenting Plan under this cause #.

[x] Adam Grossman is restrained and enjoined from molesting, assaulting, harassing, or stalking Jill Borodin. (The following firearm restrictions apply if this box is checked: Effective immediately and continuing as long as this continuing restraining order is in effect, the restrained person may not possess a firearm or ammunition. 18 U.S.C. § 922(g)(8). A violation of this federal firearms law carries a maximum possible penalty of 10 years in prison and a $250,000 fine. An exception exists for law enforcement officers and military personnel when carrying department/government-issue firearms. 18 U.S.C. § 925(a)(1).)

Exhibit D

Violation of a Restraining Order in Paragraph 3.8 With Actual Knowledge of Its Terms Is a Criminal Offense Under Chapter 26.50 RCW and Will Subject the Violator to Arrest. RCW 26.09.060.

[x] **Clerk's Action.** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: Seattle Police Department law enforcement agency which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants. **(A law enforcement information sheet must be completed by the party or the party's attorney and provided with this order before this order will be entered into the law enforcement computer system.)**

Service

[x] The restrained party or attorney appeared in court or signed this order; service of this order is not required.

[ ] The restrained party or attorney did not appear in court; service of this order is required.
The protected party must arrange for service of this order on the restrained party. File the original Return of Service with the clerk and provide a copy to the law enforcement agency listed above.

Expiration

This restraining order expires on: (month/day/year) December 14, 2020.
This restraining order supersedes all previous temporary restraining orders in this cause number.

[x] Any temporary restraining order signed by the court in this cause number is terminated. ***Clerk's Action.*** The clerk of the court shall forward a copy of this order, on or before the next judicial day, to: Seattle Police Department law enforcement agency where ***Petitioner*** resides which shall enter this order into any computer-based criminal intelligence system available in this state used by law enforcement agencies to list outstanding warrants.

Full Faith and Credit

Pursuant to 18 U.S.C. § 2265, a court in any of the 50 states, the District of Columbia, Puerto Rico, any United States territory, and any tribal land within the United States shall accord full faith and credit to the order.

3.11 PROTECTION ORDER.

Does not apply.

Exhibit D

3.12 JURISDICTION OVER THE CHILDREN.

The Court has jurisdiction over the children as set forth in the Findings of Fact and Conclusions of Law.

3.13 PARENTING PLAN.

The parties shall comply with the Permanent Parenting Plan signed by the Court on this date. The Parenting Plan signed by the Court is approved and incorporated as part of this Decree.

3.14 CHILD SUPPORT.

Child support shall be paid in accordance with the Order of Child Support signed by the Court on this date. This Order is incorporated as part of this Decree.

3.15 ATTORNEY'S FEES, OTHER PROFESSIONAL FEES AND COSTS.

Attorney's fees shall be awarded to the Wife based on the husband's intransigence in this matter in failing to provide discovery concerning his businesses. The Wife's financial expert, Steven Kessler, testified that he was unable to render an opinion of value of the Husband's businesses because the Husband refused to provide the requested documentation. Counsel for the Wife shall submit an attorney fee declaration within 10 days of the date of this order and the court shall determine the reasonable fee award

3.16 NAME CHANGES.

Does not apply.

3.17 OTHER. [illegible]

3.17.1 Undisclosed Debts. Any debt or obligation, not specifically awarded herein, incurred by either party, shall be the sole and separate obligation of the party who incurred it and who failed to disclose it in this Decree. If an undisclosed debt was incurred by the parties jointly, then the parties shall remain jointly liable.

Exhibit D

3.17.2 Undisclosed Assets. There are no known assets (i.e., bank accounts, retirement accounts, investment accounts, etc.) which have not been divided by the parties prior to the date of this Decree or by this Decree. Any assets owned by the parties on the date of this Decree which either party has failed to disclose shall be divided 50/50 by the court upon motion by either party.

3.17.3 Revocation of Wills, Powers of Attorney and Other Instruments. All previous wills, powers of attorney, contracts and community property agreements between the parties hereto are hereby revoked and the parties are prohibited from exercising same.

3.17.4 Federal Income Tax. The parties shall file separately for the year 2010. The Wife shall claim the interest deduction for all house payments made on the Seattle house during tax year 2010. In the event that any prior income tax returns of the parties should be audited for any year during the marriage, any additional tax found to be due (including penalties and interest) shall be paid equally 50/50 by the parties, and any refund due shall be divided 50/50.

3.17.5 Warranty Against Liens. Each party warrants to the other that there are no undisclosed liens, encumbrances, or defects of title attached to or affecting any of the property awarded to the other party herein. Should any encumbrances, liens or clouds of title created or incurred prior to the date of recording this Decree exist but not be disclosed herein, the party incurring the encumbrance, lien or clouds of title shall be responsible and shall pay all costs (including attorney's fees) for removing the lien, encumbrance or cloud of title from the property. Should the encumbrance, lien or cloud of title have been acquired or incurred jointly, each party shall pay for one-half of the encumbrance, lien or cloud of title and one-half of the attorney's fees and costs incurred in removing the encumbrance, lien or cloud of title from the property.

3.17.6 Performance of Necessary Acts. Each party shall execute any and all deeds, bills of sale, endorsements, forms, conveyances or other documents, and perform any act which may be required or necessary to carry out and effectuate any and all of the purposes and provisions herein set forth. Upon the failure of either party to execute and deliver any such deed, bill of sale, endorsement, form, conveyance or other document to the other party, the Decree shall constitute and operate as such properly executed document. The County Auditor and any and all other public and private officials are

Exhibit D

authorized and directed to accept the Decree or a properly certified copy thereof in lieu of the document regularly required for the conveyance or transfer.

3.17.7 **Protective order for wife's confidential health care records.** Testimony revealed that the husband had obtained confidential health care records belonging to the Wife associated with marital therapy. Mr. Grossman is ordered to immediately turn over all copies in his possession to Rabbi Borodin's attorney any documents in his possession or over which he has control related to marital counseling or any other medical or mental health record. Mr. Grossman shall destroy and confirm in a sworn statement to Rabbi Borodin that he has destroyed all electronic versions of any health care records. The making of additional copies shall be prohibited, in any format or means, including digitization, scanning, Xeroxing, photographing, etc., except as stated above.

DATED: 12/14/10

JUDGE MARIANE SPEARMAN

Petitioner or Petitioner's Attorney:
A signature below is actual notice of this order.
[X] Presented by:

MICHAEL W. BUGNI & ASSOC., PLLC

KARMA L. ZAIKE, WSBA#31037
Attorney for Petitioner/Wife
Date: 12/14/2010

JILL L BORODIN,
Petitioner/Wife
Date: Dec 14, 2010

Respondent or Respondent's Attorney:
A signature below is actual notice of this order.
[X] Approved for Entry:
[X] Notice for presentation waived:

Exhibit D

I have not read this.

EMILY J. TSAI, WSBA #21180
Attorney for Respondent/Husband
Date: 12/14/10

ADAM R. GROSSMAN,
Respondent/Husband
Date: 14 Dec 2010

Exhibit D

RECEIVED
MICHAEL BUGNI & ASSOC.
NOV 05 2010
TIME 2:45pm
INITIALS [illegible]

Superior Court of Washington
County of KING

[X] In re the Marriage of: JILL I. BORODIN Petitioner, and ADAM REED GROSSMAN Respondent,	No. 09-3-02955-9SEA RESPONDENT'S MOTIONS IN LIMINE

I. RELIEF REQUESTED

RESPONDENT IS making the following motions in limine:

1) Motion to exclude from decision any division of assets and liabilities as protected by the automatic stay issued in Bankruptcy Court under 11 U.S.C. Section 362 (b)(2)(A)(iv);

2) If item 1 is not granted, Respondent moves to exclude expert Steve Kessler from testifying for failure by Petitioner to provide copy of any report setting forth any opinion as required by the Order Setting Case Schedule and KLCR 4.1 by the deadline of October 25, 2010;

3) If item 1 is not granted, Respondent moves to exclude any testimony from Petitioner as to her opinion or claim to separate property except as expressly stated in her interrogatory answers for failure to answer specific deposition questions regarding the same or in the alternative an award of sanctions, costs and fees to reconvene the deposition for purposes of discovering her opinion and/or claim to separate property

OPPOSING COUNSEL

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Exhibit E

questioning whether the trial had been bifurcated due to Adam's bankruptcy. The issue was not addressed in the second pretrial order. (See Exhibit D)

The respondent hired counsel in September, 2010, for the limited purpose of conducting depositions. Petitioner's deposition was rescheduled twice and did not take place until November 1, 2010 (two hours were offered on October 28, 2010). At deposition, petitioner refused to answer several questions. Petitioner was asked:

Q. (By Ms. Tsai) Are you aware of—what claim your making, if any, as your own separate property in this dissolution?

MS ZAIKE: That is attorney- client privilege.

Q. (By Ms. Tsai) What would you like to claim as your separate property in this dissolution, which is different?

MS. ZAIKE: It's attorney client privilege and she's not answering it.

In addition, at deposition, when inquiring of petitioner why she unilaterally denied the father court ordered visitation pursuant to the Order of Protection, with his children the following exchange occurred:

Q. (By Ms. Tsai) My question is, you just quoted back to me this order. You said it states visits "may" occur. Does that mean you feel you don't need to provide visitation to the father?

A I do provide visitation.

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Q. Do you believe you do not have to?

A. I think its in the kid's best interests and I always try to make it happen.

Q. That's not an answer.

MS. ZAIKE. That is not the answer you want.

Q. (by Ms. Tsai) Do you—

MS. ZAIKE. That is the last question. I'm instructing her not to answer.

Petitioner then failed to remain in attendance at the deposition, which was not limited by any protective order, to obtain a telephonic ruling by the court, as to answering the above questions. See Exhibits E, Excerpts from the Transcript of the Testimony of Rabbi Jill I Borodin. In response to interrogatories regarding separate property, petitioner was asked as follows:

124. INTERROGATORY: Do you claim that any asset subject to the court's jurisdiction in this action is your separate property? If so, provide the following information with respect to each item of property:
a. Identify property;
b. Exact or approximate date property acquired;
c. Nam and address of person or identity from whom property acquired;
d. Purchase price;
e. Terms of purchase (whether all cash or on an extended basis, and the terms of the extended payment plan);
f. Source of funds used to purchase and make payments;
g. Whether your spouse was obligated to pay or sign for credit; and
h. A complete description of the factual basis for your claim of separate interest, including your tracing analysis, if applicable.

ANSWER:

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My Fidelity Roth IRA and my Fidelity Brokerage Accounts are both separate property accounts, predating the marriage. Also a portion of my retirement (into which my current employer makes contributions) is separate, pre-dating my marriage. I have not had that account analyzed by a financial expert, but I have previously disclosed Steven Kessler as an expert witness and may have him analyze the retirement accounts to produce a document showing separate vs. community retirement and brokerage funds. If I do this, I will submit it as soon as it is finalized.
I also believe some of our furniture is my separate property, either predating the marriage or items which were gifts to me specifically. I also believe my car is separate property. I am working on a list and will furnish it as soon as I am done.

In addition, petitioner was asked as follows:

125. REQUEST FOR PRODUCTION. Produce copies of all documents you intend to offer in support of any claim of separate interest identified in response to the preceding interrogatory.

There have been no further documents produced pursuant to the Requests for Production and no documents were produced in response to Request for Production #125. See Exhibit F, excerpt from Interrogatories and Requests for Production of Documents. Respondent has not been given any opportunity to discover the nature of separate and/or community claims being made by the Petitioner in this proceeding beyond the above, and therefore cannot address responses to petitioner's claims through fact witnesses nor exhibits.

In addition, petitioner has refused to provide hard copies of exhibits she intends to use at trial pursuant to LCR 4.1 and the Second Order on Pretrial Conference which states as follows:

2. Pretrial Disclosures:
A. Exchange list of witnesses you intend to call at trial and a list of documentary exhibits you intend to present to the judge at trial. Copies of all exhibits should be provided to the other party. These lists and copies of all

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Exhibit E

exhibits should be delivered to the other party in a manner that assures that they arrive by:

10/25/10 (21 calendar days before trial).

See Exhibit D.

After multiple inquiries as to exhibits, which inquiries were made for several days after the deadline pursuant to the second order on pretrial conference dated 8/11/10, petitioner still has not provided respondent copies of exhibits in the format to be presented to the court. [1]

Petitioner has disclosed Mr. Steven Kessler as an Expert Witness regarding financial issues in several answers to interrogatories and requests for production of documents. However, to date, no reports have been issued or provided to counsel in pretrial disclosures or in discovery previously submitted. Respondent has submitted the following request for production of documents:

***157. REQUEST FOR PRODUCTION** Pursuant to Civil Rule 34 and the instructions at the beginning of these requests, please produce copies of any written or recorded statements that you have obtained from any persons having knowledge of relevant facts concerning the issues in this proceeding or from any experts whom you intend to call at the time of trial.*
RESPONSE:
OBJECTION, Overbroad, vague and unduly burdensome. JRL/s/
Without waiving the above objection, I note that every document previously submitted to the court, and submitted in response to these interrogatories and requests for production, likely apply in response to this question. Rather than reproduce hundreds of pages, I simply direct you to those previous submissions.

[1] In fact, petitioner provided at some point after the deadline, to Respondent's office receptionist/legal assistant, nine emails containing Adobe .pdf files. Petitioner was clearly informed that counsel for respondent does not have a designated paralegal, that respondent would not accept these documents by email due to the volume, and further Respondent requested hard copies of exhibits in the same format they were going to be provided to the court. (See Emails from Emily J. Tsai to Karma Zaike, Exhibit G).

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Exhibit E

You are already in receipt of Ms. Shanks' report, and Dr. Hedrick's reports. When Mr. Patrick submits his report to my attorney, you will receive it. If Mr. Kessler or Mr. Steifel produce anything in writing that too will be submitted when received.

Nothing has been submitted by any expert, nor opinion summarized as requested in Interrogatory Number 156. See Exhibit H.

III. ISSUES PRESENTED

1. Whether this court has jurisdiction over estate property of a debtor who is undergoing a bankruptcy proceeding when the petitioner failed to obtain an order lifting the automatic stay?

2. Whether the petitioner should be allowed to obstruct the discovery process by refusing to answer relevant questions and be allowed to present evidence previously concealed, when such evidence was asked for directly?

3. Whether the failure of an expert to provide any report by a party's expert who had been disclosed months ahead of time, should preclude that expert's testimony regarding any issues in the case?

4. Whether the failure to provide hardcopies of exhibits pursuant to the Order on Pretrial Conference following two requests for said exhibits should result in the exclusion of all exhibits or the award of sanctions for deliberate intransigence?

IV EVIDENCE RELIED UPON

Exhibits A through H attached, but summarized in Statement of Facts

V. AUTHORITY RELIED UPON

1. 11 U.S.C. Section 362
2. *Dempere v. Nelson*, 76 Wn. App. 403, 406 (1994);
3. *Wash. State Physicians Ins. Exch. & Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 340 (1993);
4. CR 30
5. CR 37

VI. LAW AND ARGUMENT

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Exhibit E

1. The court is precluded from dividing assets and liabilities in the dissolution of marriage due to the automatic stay over respondent's estate under the U.S. Bankruptcy Code.

The respondent is under the protection of a Chapter 11 Automatic Stay in bankruptcy court. Pursuant to that chapter, all courts are automatically stayed from taking any action regarding the debtor's estate. 11 U.S.C. Section 362 states:

Except as provided in subsection (b) of this section, a petition filed under section 301, 302 or 303 of this title or an application filed under section 5(a)(3) of the Securities Investor Protection Act of 1970 operates as a stay, applicable to all entitles of---

* * *

(3) any act to obtain possession of property of the estate or of property from the estate or to exercise control over the property of the estate;

* * *

(7) the setoff of any debt owing to the debtor that arose before the commencement of the case under this title against any claim against the debtor; and

* * *

b) The filing of a petition under section 301, 302, or 303 of this title or of an application under section 5(a)(3) of the Securities Investor Protection Act of 1970 does not operate as a stay

* * *

(2) under subsection (a)-

* * *

(A) of the commencement or continuation of a civil action or proceeding—

* * *

(iv) for the dissolution of marriage, except to the extent that such proceeding seeks to determine the division of property that is property of the estate; or

* * *

(B) of the collection of a domestic support obligation from property that is not property of the estate.

The respondent filed a petition under Section 301 of the U.S. Code.

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Exhibit E

At no time did the petitioner move to lift the automatic stay of the bankruptcy court to proceed with this action. It would not be appropriate for the debtor to move to lift stay in his own bankruptcy proceeding. The petitioner has had knowledge of the filing of the bankruptcy petition for several months. The respondent notified this court pursuant to the court's minutes of his filing for bankruptcy on July 6, 2010, that he had filed bankruptcy. Exhibit C.

The petitioner retained counsel in the bankruptcy proceeding and could have moved to lift the stay, but decided not to do so. Instead, petitioner used her resources to move the bankruptcy court require that counsel for respondent in this proceeding disgorge all attorney's fees paid, to try to leave the respondent without counsel in his dissolution of marriage. Exhibit F.

As a result, the only issues before the court should be 1) the parties' dissolution of marriage, 2) the parenting plan for the minor children, and 3) child support/ spousal support. Presumably, if the petitioner succeeds in her motion to require that counsel disgorge fees paid by the bankruptcy estate, the respondent could move for fees based upon his need and her ability to pay fees. However, it does not appear that the court has jurisdiction over the assets and liabilities of the parties' community at this time.

If the automatic stay is lifted, then respondent requests the following additional motions in limine.

2) The petitioner should not be allowed to present expert testimony related to the parties financial issues because no report has been disclosed to the respondent.

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Exhibit E

The petitioner has disclosed that Steve Kessler is being called as a witness regarding the parties' financial issues. Although Mr. Kessler is an accountant, there was no report disclosed regarding his findings or his opinion. The court has the discretion to determine whether or not the failure to disclose an expert or their opinion warrants exclusion of the expert's opinion at trial. *Dempere v. Nelson*, 76 Wn. App. 403 (1994). A deposition of this expert would have been pointless in the absence of a report or other opinion submitted regarding his findings or conclusions or the evidence relied upon. Therefore, the petitioner should not be allowed to use Steve Kessler as an expert witness regarding financial information because the petitioner has failed to disclose his findings in any material sense, nor any evidence he has relied upon in forming an opinion.

3) The petitioner should not be allowed to submit any theory of her claim to separate property beyond that disclosed in discovery due to her failure to answer any questions at deposition.

The petitioner was asked questions regarding her separate property claims both by interrogatory and requests for production of documents, and during depositions. The petitioner left an open ended claim in her interrogatories to a claim for separate property that she testified she would supplement. During her deposition, she was again asked about separate property and she was directed by her counsel not to answer.

As a result of petitioner's refusal to cooperate in the discovery process and obstruction of the process during deposition, we ask this court for an order limiting her claim to separate assets, if any, to those identified in her interrogatory, above.

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Exhibit E

The purpose of discovery is to allow both sides to inquire into the issues of the case so that they may present evidence at trial. The purpose is not to conceal, misrepresent, or obstruct the flow of evidence, information or facts. *Wash. State Physicians Ins. Exch. & Ass'n v. Fisons Corp.*, 122 Wn.2d 299, 340 (1993). In a dissolution of marriage, a party's opinion of their claim to separate property is discoverable. It is not protected by the attorney client privilege, it does not call for a legal conclusion, and it asks simply what property they will seek to exclude at trial from the community estate. Petitioner disclosed specific items in her interrogatories, refused to answer questions regarding the same at deposition, and as such, should not be allowed to present any new facts not disclosed at trial.

4) Petitioner should be precluded from presenting exhibits to the court at trial because she deliberately failed to provide counsel a hard copy, after multiple requests were made.

Petitioner has gone out of her way to obstruct the court process and has even openly and blatantly defied a court order which required her to provide copies of her exhibits to counsel on or before October 25, 2010. After multiple requests for a hard copy were made, the petitioner stated as follows:

> **Emily,**
> **The documents were sent to Melissa in addition to you.** ***[note: Emily received only 1 of 9 emails].***
> **If you're missing anything, check with her.**
> **Hard copies will not follow.**

This email was sent on October 29, 2010, following a specific request for a hard copy of the exhibits petitioner intended to present at trial.

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Exhibit E

Pursuant to *Dempere v. Nelson*, 76 Wn. App. 403, 406 (1994), the court has the discretion to exclude evidence which is *willfully withheld* in violation of a discovery order. Respondent used every courteous means possible to obtain the court ordered exhibits until Petitioner stated: "Hard copies will not follow." Respondent even pointed out that the court would not be receiving 9 or 10 .pdf files, and that respondent simply sought the same copies that would be provided to the court. Still, no exhibits followed. Therefore, the court should exclude from evidence any exhibits not timely provided to the petitioner in the same format that would be provided to the court. Respondent paid a special messenger to deliver his exhibits to petition timely. In the alternative, the court should sanction the petitioner for a willful violation of the discovery and pretrial order and award attorney's fees for the extra work respondent's counsel had to do to try to retrieve documents sent to a third party, not an attorney, which were not in order, and which may or may not be what the petitioner intends to submit to this court. The violation of the court's pretrial order was both willful and deliberate, despite several opportunities for petitioner to correct this intransigence, she has yet to do so, which will likely create greater problems at trial.

Respectfully submitted this 5th day of November, 2010.

Emily J. Tsai, WSBA #21180
Attorney for Respondent

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Exhibit E

IN THE SUPERIOR COURT OF WASHINGTON
IN AND FOR KING COUNTY

In re:	)	
	)	**NO. 09-3-02955-9 SEA**
JILL IRINA BORODIN, Petitioner,	)	**FINDINGS AND ORDER ON CONTEMPT REVIEW HEARING /**
and	)	
ADAM REED GROSSMAN,	)	**Order Enforcing Parenting Plan and Garnishment**
Respondent	)	***Clerk's Action Required***

I. JUDGMENT SUMMARY

A.	Judgment Creditor:	JILL I. BORODIN
B.	Judgment Debtor:	ADAM R. GROSSMAN
C.	Principal Judgment Amount:	
E.	Attorney's Fees:	$13,371
F.	Costs:	$317.41
G.	Other Recovery Amount: (sanctions)	
I.	Attorney's fees, costs and other recovery amounts Shall bear interest at 12% per annum.	
J.	Attorney for Judgment Creditor:	Karma L. Zaike
K.	Attorney for Judgment Debtor:	G. Geoffrey Gibbs

Exhibit F

II. BASIS FOR FINDINGS

1.1 These findings are based on a hearing held on September 7th, 2011.

1.2 The following people attended: Ms. Borodin, Mr. Grossman, Ms. Zaike, Mr. Gibbs, Ms. Emily Jarvis, and Mr. Mark Adams.

III. FINDINGS OF FACT

Upon the basis of the court record, the court FINDS:

2.1 Child Support Arrears. On February 9, Mr. Grossman was held in contempt for intentional failure to pay child support timely. A review hearing was scheduled for May 23.

2.2 At the May 23 review hearing, the court ordered Petitioner to obtain a Debt Calculation from the Division of Child Support. On 6/2/2011, DCS provided a Debt Calculation which reflected that Mr. Grossman's "running balance" of child support arrears was $7,649.61.

2.3 Additionally, Mr. Grossman provided a Case Payment History from DCS for the May 23 hearing. Said Case Payment History documents that Mr. Grossman has continually paid his child support late, even after he was held in contempt on February 9.

2.4 The condition for the Father to purge contempt was that he bring himself "current in his child support obligations as required in the Order of Child Support [by February 23, 2011]...and remaining current in the future."

2.5 The Case Payment History and Debt Calculation from DCS dated 6/2/2011 show that although Mr. Grossman made a lump sum payment on February 18, he failed to pay child support in a timely manner for March, April, May and June of 2011. Therefore, the Father has not met the purge conditions for contempt. Additionally, as of June 2, 2011, there remains support owing of $7,649.61.

2.6 On February 9, 2011, Mr. Grossman was held in contempt of court for failure to pay child support.

Exhibit F

2.7 In the eight months following the contempt finding, Mr. Grossman has paid child support late six times.

2.8 Failure to enroll in domestic violence perpetrator's treatment. At a February 9 hearing, the Court accepted the Father's testimony that he had made efforts to enroll in domestic violence treatment with Dr. Roland Maiuro as an affirmative defense to contempt. Dr. Maiuro was not accepting clients. Commissioner Jeske then directed Mr. Grossman to enroll in one of the two other treatment programs set forth in Judge Spearman's parenting plan order. Mr. Grossman has presented a letter from one of the treatment providers, Doug Bartholomew that states simply, "Due to the nature of our last telephone call I don't believe it would be possible for us to work together productively and I am requesting that you go elsewhere for you [sic] treatment". No further explanation was provided. The third court ordered option was Wellspring Family Services. Based upon Wellsprings' policy which is purportedly derived from WAC 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, Wellspring declined to take Mr. Grossman on as a client because he was actively engaged in court action disputing or appealing the DV finding and was not in compliance with court orders. As a result, Mr. Grossman has not enrolled in any of the three DV treatment programs ordered by Judge Spearman.

2.9 Mr. Grossman did enroll in a program that was not approved or ordered by Judge Spearman that being the Options program in Lynnwood, WA.

2.10 Mr. Adams testified that Mr. Grossman will not be admitted to the Wellspring program absent compliance with court orders. As set forth below, Mr. Grossman has intentionally and willfully refused to comply with the court's orders.

2.11 Strauss Lane. The Decree of Dissolution required that the Respondent pay and remain current on the mortgages for the Strauss Lane home. On February 9, 2011, the court ordered the Father to make a "good faith effort" to move toward refinancing the Strauss Lane Property. A review hearing was ordered at which the Father was required to "demonstrate all efforts he has made to comply with the refinance requirement including producing documentary proof he has sought to refinance..." In eight months, Mr. Grossman has failed to provide any documentary proof or testimony that he has made efforts to comply with this provision.

2.12 Mr. Grossman filed a motion in bankruptcy court in the spring of 2011 requesting that his bankruptcy be converted to a Chapter 13 proceeding. In support of his motion, Mr. Grossman testified as follows:

- "...through my management and my recently acquired employment...from which I earn a gross monthly salary of $7,000...[1]

- "Luckily, my income is such that I can afford to pay my unsecured creditors a 100% dividend."[2]

2.13 Based on Mr. Grossman's testimony in bankruptcy court, he has substantial ability to maintain the Strauss Lane mortgage. He has provided no testimony as to why he has failed to maintain this debt.

2.14 868 Montcrest. This property was unequivocally awarded to the Petitioner/Wife in the 12/14/2010 decree of dissolution. The title was held by 868 Montcrest Family Trust. Respondent/Grossman's assertion that he was awarded this property as part of Terrington Davies or Ptarmigan Fund, is without merit.

2.15 Subsequent to the Decree, Mr. Grossman teamed up with Irene Miller and Keywest Financial. Mr. Grossman transferred assets to Keywest without receiving consideration and without paying off any debts associated with property transferred to Keywest. According to the bankruptcy trustee, this transfer was a violation of bankruptcy law.

2.16 Because 868 Montcrest held title in the 868 Montcrest Family Trust, Irene Miller and Keywest Financial could not have known about this property except from information held exclusively from Mr. Grossman.

2.17 Documents show that although Irene Miller signed transfer documents as managing partner of Terrington Davies, Mr. Grossman continued to manage all financial accounts in the name of Terrington Davies through Charles Schwab. Mr. Grossman transferred approximately $160,000 from Schwab to Ptarmigan on January 18, 2011. Mr. Grossman has never provided any tracing of funds received from the sale of 868 Montcrest. Public records, including the Deed of Trust show that the property realized at least $215,000.

2.18 Mr. Grossman's post-decree transfer of the Montcrest property has rendered him permanently incapable of complying with Judge Spearman's order that the Moncrest property be transferred to Ms. Borodin. Accordingly, Mr. Grossman's own willful act has made him perpetually ineligible to enter the Wellsprings program. Therefore, even though temporary disqualification based upon Mr. Grossman's exercise of his right to appeal might be a dubious legal basis for finding him in contempt for failure to enroll, Mr. Grossman's willful engagement in conduct that effectively precludes him from ever entering the ordered treatment program is sufficient for a finding of contempt.

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[1] Declaration of Adam Grossman, dated 5/18/2011, US Bankruptcy Court Cause No. 10-19817.

[2] *Id.* at page 5, lines 12-13.

2.19 Furthermore, it is clear from the record presented that Mr. Grossman has repeatedly engaged in activities designed to obfuscate the character of the property before the court and complicate the ultimate distribution of assets. It is notable that even Mr. Grossman's own attorney could not state who held title to the Montcrest property. Mr. Grossman should be held accountable for the costs of his gamesmanship and, therefore, Ms. Borodin is awarded attorney fees in the amount of $13,371 and costs of $317.41.

2.20

IV. ORDER

THIS MATTER having come on before the undersigned Judge of the above captioned Court on the Petitioner/Mother's motion for contempt and the Court having read and heard the Respondent's response and the Court having had the opportunity to review the files and records of the case, and considering itself advised in the premises, NOW, THEREFORE, IT IS HEREBY

ORDERED, ADJUDGED AND DECREED that Mr. Grossman did not purge contempt. Mr. Grossman continues to have a substantial unpaid judgment for past due child support. He has failed to bring himself into compliance with his support obligations as required; AND IT IS FURTHER

ORDERED, ADJUDGED AND DECREED that the Father has failed to enroll in domestic violence perpetrator's treatment with one of the three ordered treatment providers. The Court finds that Mr. Grossman intentionally sold the 868 Montcrest property which was awarded to the Wife in the Decree. Mr. Grossman has stated in several post-decree declarations that he was awarded 868 Montcrest which is contrary to the clear language in the Decree. Mr. Grossman intentionally and willfully violated the order by facilitating in and participating in the sale of Montcrest. The sale of the Montcrest property has rendered Mr. Grossman permanently unable to satisfy the terms of Judge Spearman's order and, therefore, perpetually barred from enrolling in the Wellsprings treatment program.

Mr. Grossman received multiple warnings that if he failed to bring himself into compliance with the court's orders, he would be subject to incarceration as a coercive measure to force compliance.

Therefore, in light of the fact that the Montcrest property has been sold and is no longer available for transfer to Ms. Borodin as ordered by Judge Spearman, Mr. Grossman must:

1. Transfer all proceeds from the sale of the Montcrest property ($215,000) to Ms. Borodin by September 15th, 2011 in lieu of transfer of the property itself;
2. Bring the current mortgage on the Strauss Lane property current by October 8, 2011; and
3. Be current in his child support obligation by October 15th, 2011.

Failure to comply with any of these requirements in full on the time table set forth above will result in incarceration.

Exhibit F

A review hearing is set on October 20th, 2011 at 8:30am in W-813 for Mr. Grossman to provide proof of compliance. Failure to provide the requisite proof will result in incarceration. Upon proof of full compliance, the Court will determine how to best address the issue of domestic violence treatment.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the Petitioner/Mother is awarded attorney's fees of $13,371, costs of $317.41 and sanctions of $500 for the Father's bad faith and ongoing intransigence;

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that the motion to order Mr. Grossman to sign the travel authorization form was rendered moot by virtue of the fact that Mr. Grossman voluntarily signed the document in open court.

AND IT IS FURTHER ORDERED, ADJUDGED AND DECREED that Ms. Borodin's motion for garnishment of funds in Mr. Gibbs IOLTA trust account is denied without prejudice in light of the other significant relief granted herein.

Dated: Sept. 7, 2011

JUDGE JEFFREY M. RAMSDELL

Exhibit F